

Mayor
John K. Handeland
Manager
Glenn Steckman
Clerk
Bryant Hammond



Nome City Council
Jerald Brown
Doug Johnson
Mark Johnson
Adam Martinson
Jennifer Reader
Meghan Sigvanna Topkok

**NOME COMMON COUNCIL
SPECIAL MEETING AGENDA**
TUESDAY, MARCH 16, 2021 at 5:00 PM
COUNCIL CHAMBERS IN CITY HALL

102 Division St. ▪ P.O. Box 281 ▪ Nome, Alaska 99762 ▪ Phone (907) 443-6663 ▪ Fax (907) 443-5345

ROLL CALL

APPROVAL OF AGENDA

CITIZENS' COMMENTS

NEW BUSINESS

- A. R-21-03-03 A Resolution Awarding the Demo and Construction of the Port of Nome Launch Ramp Replacement Project to STG, Inc.,

PAGE 2

- B. R-21-03-04 A Resolution Authorizing the City of Nome to Apply for and Participate in the USDOT INFRA Discretionary Grant Program for the Funding of the Snake River Moorage and Vessel Haulout Facility Project,

PAGE 29

ADJOURNMENT

Presented By.
Port Director

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-21-03-03

A RESOLUTION AWARDDING THE DEMO AND CONSTRUCTION OF THE PORT OF NOME LAUNCH RAMP REPLACEMENT PROJECT TO STG, INC.

WHEREAS, the Nome Port & Harbor serves an important role as a maritime transportation hub in Western Alaska supporting communities of the Norton Sound and additional Bering Strait Region for the transshipment of fuel, cargo, equipment, and for the export of gravel and rock; and,

WHEREAS, the majority of Nome's homeported fleet operates in near-shore and Norton Sound waters, using Nome as a base by which to support their seasonal operations and protecting their vessels by overwintering in dry-dock at Nome; thereby relying on the harbor infrastructure to serve that need and be available for their use; and,

WHEREAS, the region's commodities are transshipped through the Port of Nome, which also serves as a strategic resupply facility and laydown area for commercial marine operations that service the Western Alaska coastline from the Yukon River to the Chukchi & Beaufort Seas, and whom also rely on harbor infrastructure to effectively load/unload commodities; and,

WHEREAS, the limited ice-free season afforded to the Arctic region dictates that activity occur as efficiently and effectively as possible, with little flexibility for essential infrastructure components to be unreliable or at risk of failure, as this delays operations and increases risks of maritime operations and schedules, driving up transportation costs for goods and services; and,

WHEREAS, the City has been awarded \$2,276,467 in funding from the U.S. Economic Development Administration Public Works Program based on economic distress criteria, as well as matching funds of \$300K from Norton Sound Economic Development Corporation, and \$377,663 from the City of Nome to fund construction, engineering, contract admin, and inspection; and,

WHEREAS, the City advertised for bids to be publicly opened and read on March 11, 2021, and the City received and opened two bids on March 11, 2021, identifying STG, Inc. as the lowest qualified and responsive bidder with a base bid of \$2,954,130 for the Launch Ramp Replacement Project; and,

WHEREAS, the City of Nome wishes to move forward with the project, in an effort to replace the damaged ramp and to ensure reliability for transshipping, vessel launching and removal.

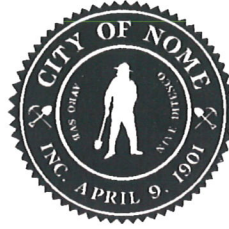
NOW, THEREFORE, BE IT RESOLVED that the Nome City Council hereby awards the Port of Nome Launch Ramp Replacement Project to STG, Inc. for \$2,954,130.

APPROVED and SIGNED this 16th day of March, 2021.

JOHN K. HANDELAND, Mayor

ATTEST:

BRYANT HAMMOND, Clerk



NOTICE OF INTENT TO AWARD

TO: Bidders of Record

PROJECT DESCRIPTION: PORT OF NOME, LAUNCH RAMP REPLACEMENT

The City of Nome has received and opened bids on March 11, 2021 for the subject project. Based on the bid tabulations (attached) the City of Nome intends to award the project contract to STG, Inc. for the Base Bid of \$2,954,130 as approved and appropriated by the Nome City Council. Unit Prices for Line Items 6a and 6b are as follows:

6a	Over-excavation	\$34/CY
6b	Replacement Granular Fill	\$76/CY

\$110,000 for these line items will be held in reserve to be exercised as required.


Any bidder who believes the bid has been improperly awarded may file a bid protest no later than ten (10) working days from the date of this Notice of Intent.

Dated this 12th day of March, 2021.

CITY OF NOME

OWNER

By


City Manager

Bidders of Record:

<u>Company</u>	<u>Representative</u>	<u>Contact Fax</u>
STG, Inc.	Brennan Walsh	<i>fax (907)644-4666</i>
Heko Services, Inc.	Justin Buckley	<i>fax (206)325-6984</i>

Cc: Brooks Chandler, City Attorney

City of Nome
Project: Inner Harbor Launch Ramp

Bid Opening: Thursday,
March 11, 2021 3:00 P.M.

Item A.

BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	All Addenda (?) Acknowledged with Number and Date	Bid Bond included	Bid Schedule	TOTAL BASE BID	BID ADJUSTMENT (IF ANY)
STA	11:46 3/11/21	email	✓	✓	✓	✓	✓	✓	3,064,130 ⁰⁰	
HEKO - Kelly Ryan	3/11/21 11:58	email	✓	✓	✓	✓	✓	✓	3,984,200	-200,000

= 3,784,200

Jim Stotts 3/11/21
Witness Date

[Signature] 3/11/21
Witness Date

Joni Wente 3/11/21
Witness Date

Attest: [Signature] 03/11/2021
John Bles, City Engineer Date

IV. BID FORMS**PORT OF NOME LAUNCH RAMP REPLACEMENT**

TO: *City of Nome, City Hall*
PO Box 281
102 Division Street
Nome, Alaska 99762

In submitting this Bid, I agree:

1. To hold my Bid open for sixty (60) days.
2. To accept and comply with the provisions of the Instructions to Bidders and Invitation for Bids.
3. To enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish Bonds in accord with Instructions to Bidders.
4. To accomplish the work in accord with the Contract Documents.
5. That the City of Nome reserves the right to waive any informality or to reject any or all bids.

Alaska Contractor's Certificate No. CONE23832 Date Issued: 12/22/2020
 Alaska Business License No. 222772 Date Issued: 12/20/2019
 Business for which issued: STG Inc.

The undersigned represents (check appropriate boxes) that it operates as an:
☐ Individual; ☐ Partnership; ☐ LLC; ☐ Joint Venture; ☒ Corporation incorporated
 in the State of Alaska.

The undersigned acknowledges receipt of the following addenda to the bid and/or specifications (give number and date of each):

Addendum <u>01</u>	Date <u>03/08/2021</u>	Initial <u>BW</u>
Addendum _____	Date _____	Initial _____
Addendum _____	Date _____	Initial _____

NAME OF FIRM OR INDIVIDUAL (Type or Print): STG Inc.

NAME OF PARTNERS (Type or Print): _____

BY: (Signature in ink): 

TITLE: (Type or Print) President

BID SCHEDULE**PORT OF NOME LAUNCH RAMP REPLACEMENT**

In accordance with the Invitation for Bids and the Provisions, Terms, Conditions, Plans and Specifications related thereto, I propose to furnish materials and perform construction at the lump sum prices or unit prices listed:

Item	Work Description
-------------	-------------------------

- | | |
|----|--|
| 1. | Mobilization for all work, survey, and demobilization; |
| 2. | Demolition shall include: <ul style="list-style-type: none"> a. Salvage revetment consisting of armor rock and filter rock around the perimeter of the existing ramp for re-use. b. Removal and salvage of existing ramp concrete planks and timber & steel sleepers for stockpile. |
| 3. | Construction shall include: <ul style="list-style-type: none"> a. Excavate to subgrade and construct shot rock fill base to accept new concrete ramp construction. b. Prepare subgrade and place timber sleepers, pre-cast concrete slabs, and fill annular space below the slabs with grout. c. Re-grade and compact soils around new slabs. d. Place filter rock and replace armor rock. |

TOTAL BID

The Bidder shall insert, as called for, a unit price or a lump sum price in figures opposite each Pay Item for which an estimated quantity appears in the Bid Summary. A unit price or lump sum price is not to be entered or tendered for any Pay Item not appearing in the Bid Summary. The Estimated Quantity of work for payment on a lump sum basis will be "All Required" and as further specified in the Contract.

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

BID SUMMARY: PORT OF NOME LAUNCH RAMP REPLACEMENT					
Item No.	Pay Item Description	Engineer's Estimate of Quantity	Unit	Enter Unit Bid Price in Blank Boxes	Bid Amount
1	Mobilization, surveys, and demobilization	All Required	Lump Sum	Lump Sum	\$ 470,000.00
2	Salvage Existing Planks	80	Each	\$ 1,900.00	\$ 152,000.00
3	Salvage Timber Sleepers	1,200	LF	\$ 3.00	\$ 3,600.00
4	Salvage Steel Beams	360	LF	\$ 8.00	\$ 2,880.00
5	Salvage Rock for Re-use	All Required	Lump Sum	Lump Sum	\$ 27,400.00
6	Excavate and place Shot Rock fill to limits shown on drawings	350	CY	\$ 235.00	\$ 82,250.00
*6a	Over-excavation beyond limits shown on the drawings as directed by the Engineer (soft, spongy subgrade, etc.)	1,000	Cubic Yards	\$ 34.00	\$ 34,000.00
*6b	Replacement Granular Fill compacted in place to replace Engineer directed over-excavation.	1,000	Cubic Yards	\$ 76.00	\$ 76,000.00
7	Construct Pre-cast Slabs	48	Each	\$ 18,500.00	\$ 888,000.00
8	Construct Sleepers, Set Slabs & Flowable Concrete Fill	All Required	Lump Sum	Lump Sum	\$ 1,255,000.00
9	Re-grade and compact soils around new slabs, place Filter Rock and replace Armor Rock	All Required	Lump Sum	Lump Sum	\$ 36,000.00
9	Demolition waste clean-up and haul off-site to disposal.	All Required	Lump Sum	Lump Sum	\$ 12,000.00
10	Reconstruct Bollards	2	Each	\$ 12,500.00	\$ 25,000.00
*Unit Prices to be exercised as needed				TOTAL BASE BID	\$ 3,064,130.00

BIDDER: STG Inc.

Company (Print)
Brennan Walsh

Authorized Representative (Print)


Authorized Representative (Signature)
President

Title (Print)
3/11/2021

Date
907-644-4664

Telephone

CORPORATE SEAL (If Corporation)

License #: CONE23832
Effective: 12/22/2020
Expires: 12/31/2022

Item A.

State of Alaska

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **S T G INC**

License Type: **General Contractor Without Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **S T G INC**

Note: Contractor was not bonded 2/24/14 - 12/31/14

Commissioner: Julie Anderson

Relationships

No relationships found.

Designations

No designations found.

S T G INC
11710 S GAMBELL ST
ANCHORAGE, AK 99515

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Regulation of Construction Contractors and Home Inspectors		
S T G INC		
DBA: S T G INC		
As		
General Contractor Without Residential Contractor Endorsement		
License CONE23832	Effective 12/22/2020	Expires 12/31/2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

STG Incorporated

(Name of Contractor)

11710 S. Gambell Street, Anchorage, AK 99515

(Address of Contractor)

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company

(Name of Surety)

175 Berkeley Street, Boston, MA 02116

(Address of Surety)

a corporation duly organized under the laws of the State of Massachusetts as Surety, hereinafter called Surety, are held and firmly bound unto

City of Nome

(Name of Owner)

P.O. Box 281 Nome, AK 99762

(Address of Owner)

as Oblige, hereinafter called Oblige, in the sum of Five Percent of Bid Amount Dollars, (\$ 5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the City of Nome,
PORT OF NOME LAUNCH RAMP REPLACEMENT located in Nome, Alaska.

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 11th day of March 2021.

STG Incorporated

(Principal)

Seal

Robyn C. Ellim

(Witness)

Brennan Walker

(Title)

Seal

Liberty Mutual Insurance Company

(Surety)

Seal

[Signature]

(Witness)

Kelly Michael Layman
Kelly Michael Layman, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item A.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202853 - 974366**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Megan Hawkins, Kristy M. Konte, Kelly Michael Layman, Kirk C. Leadbetter, Glen Lopez, Jay A. Miley

all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

(To be filled in when contract is executed in behalf of a Corporation or
Limited Liability Company (LLC))

A circular notary seal for Robyn C. Ellison, a Notary Public in the State of Alaska. The seal features the text "ROBYN C. ELLISON" at the top, "My Commission Expires" in the center, "NOTARY PUBLIC" in large bold letters, and "STATE OF ALASKA" at the bottom. The expiration date "Nov 28, 2024" is also present. The seal is surrounded by a decorative border of small stars.

IV. BID FORMS

PORT OF NOME LAUNCH RAMP REPLACEMENT

TO: *City of Nome, City Hall*
PO Box 281
102 Division Street
Nome, Alaska 99762

In submitting this Bid, I agree:

1. To hold my Bid open for sixty (60) days.
2. To accept and comply with the provisions of the Instructions to Bidders and Invitation for Bids.
3. To enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish Bonds in accord with Instructions to Bidders.
4. To accomplish the work in accord with the Contract Documents.
5. That the City of Nome reserves the right to waive any informality or to reject any or all bids.

Alaska Contractor's Certificate No. CONG34572 Date Issued: 12/17/2018
 Alaska Business License No. 928045 Date Issued: 10/22/2020
 Business for which issued: Heko Services, Inc

The undersigned represents (check appropriate boxes) that it operates as an:
☐ Individual; ☐ Partnership; ☐ LLC; ☐ Joint Venture; ☒ Corporation incorporated
 in the State of Washington.

The undersigned acknowledges receipt of the following addenda to the bid and/or specifications (give number and date of each):

Addendum <u>1</u>	Date <u>March 8, 2021</u>	Initial <u>JB</u>
Addendum _____	Date _____	Initial _____
Addendum _____	Date _____	Initial _____

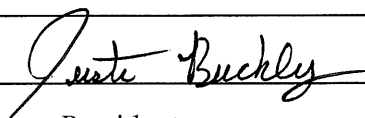
NAME OF FIRM OR INDIVIDUAL (Type or Print): Heko Services, Inc

NAME OF PARTNERS (Type or Print): _____

Justin Buckley

Michael Pleas

BY: (Signature in ink):



TITLE: (Type or Print)

President

BID SCHEDULE

PORT OF NOME LAUNCH RAMP REPLACEMENT

In accordance with the Invitation for Bids and the Provisions, Terms, Conditions, Plans and Specifications related thereto, I propose to furnish materials and perform construction at the lump sum prices or unit prices listed:

Item	Work Description
1.	Mobilization for all work, survey, and demobilization;
2.	Demolition shall include: <ol style="list-style-type: none"> a. Salvage revetment consisting of armor rock and filter rock around the perimeter of the existing ramp for re-use. b. Removal and salvage of existing ramp concrete planks and timber & steel sleepers for stockpile.
3.	Construction shall include: <ol style="list-style-type: none"> a. Excavate to subgrade and construct shot rock fill base to accept new concrete ramp construction. b. Prepare subgrade and place timber sleepers, pre-cast concrete slabs, and fill annular space below the slabs with grout. c. Re-grade and compact soils around new slabs. d. Place filter rock and replace armor rock.

TOTAL BID

The Bidder shall insert, as called for, a unit price or a lump sum price in figures opposite each Pay Item for which an estimated quantity appears in the Bid Summary. A unit price or lump sum price is not to be entered or tendered for any Pay Item not appearing in the Bid Summary. The Estimated Quantity of work for payment on a lump sum basis will be "All Required" and as further specified in the Contract.

BIDDER: Heko Services, Inc

Company (Print)

Justin Buckley

Authorized Representative (Print)

Justin Buckley

Authorized Representative (Signature)

President

Title (Print)

11/09/2020

Date

206 322 3705

Telephone

CORPORATE SEAL (If Corporation)

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

BID SUMMARY: PORT OF NOME LAUNCH RAMP REPLACEMENT					
Item No.	Pay Item Description	Engineer's Estimate of Quantity	Unit	Enter Unit Bid Price in Blank Boxes	Bid Amount
1	Mobilization, surveys, and demobilization	All Required	Lump Sum	Lump Sum	2,350,000
2	Salvage Existing Planks	80	Each	240.00	19,200
3	Salvage Timber Sleepers	1,200	LF	10.00	12,000
4	Salvage Steel Beams	360	LF	10.00	3,600
5	Salvage Rock for Re-use	All Required	Lump Sum	Lump Sum	19,000
6	Excavate and place Shot Rock fill to limits shown on drawings	350	CY	590.00	206,500
*6a	Over-excavation beyond limits shown on the drawings as directed by the Engineer (soft, spongy subgrade, etc.)	1,000	Cubic Yards	10.00	10,000
*6b	Replacement Granular Fill compacted in place to replace Engineer directed over-excavation.	1,000	Cubic Yards	60.00	60,000
7	Construct Pre-cast Slabs	48	Each	6,300.00	302,400
8	Construct Sleepers, Set Slabs & Flowable Concrete Fill	All Required	Lump Sum	Lump Sum	899,600
9	Re-grade and compact soils around new slabs, place Filter Rock and replace Armor Rock	All Required	Lump Sum	Lump Sum	63,100
9	Demolition waste clean-up and haul off-site to disposal.	All Required	Lump Sum	Lump Sum	18,200
10	Reconstruct Bollards	2	Each	10,300.00	20,600
*Unit Prices to be exercised as needed TOTAL BASE BID					3,984,200

Heko Services, Inc**Facsimile Cover Sheet**

Date: March 11, 2021

Number of Sheets
Including Cover 2

To: Glenn Steckman
Company: City of Nome
Phone: (907) 443-6663
Fax: (907) 443-5345
CC:

From: Justin Buckley
Company: Heko Services, Inc.
Phone: (206) 322-3705
Fax: (206) 325-6984

Reference **Confidential**Subject **Nome Boat Ramp BID
MODIFICATION**

Mr. Steckman,

Attached please find Heko Services bid modification for the project to the proposal previously emailed. Originals are in the mail.

Sincerely,



Justin Buckley
President
Heko Services, Inc.

The bidder shall insert a unit bid price for each pay item listed below. Type or print legibly.

BID SUMMARY: PORT OF NOME LAUNCH RAMP REPLACEMENT					
Item No.	Pay Item Description	Engineer's Estimate of Quantity	Unit	Enter Unit Bid Price in Blank Boxes	Bid Amount
1	Mobilization, surveys, and demobilization	All Required	Lump Sum	Lump Sum	(200,000)
2	Salvage Existing Planks	80	Each	-	-
3	Salvage Timber Sleepers	1,200	LF	-	-
4	Salvage Steel Beams	360	LF	-	-
5	Salvage Rock for Re-use	All Required	Lump Sum	Lump Sum	-
6	Excavate and place Shot Rock fill to limits shown on drawings	350	CY		
*6a	Over-excavation beyond limits shown on the drawings as directed by the Engineer (soft, spongy subgrade, etc.)	1,000	Cubic Yards	-	-
*6b	Replacement Granular Fill compacted in place to replace Engineer directed over-excavation.	1,000	Cubic Yards	-	-
7	Construct Pre-cast Slabs	48	Each	-	-
8	Construct Sleepers, Set Slabs & Flowable Concrete Fill	All Required	Lump Sum	Lump Sum	-
9	Re-grade and compact soils around new slabs, place Filter Rock and replace Armor Rock	All Required	Lump Sum	Lump Sum	-
9	Demolition waste clean-up and haul off-site to disposal.	All Required	Lump Sum	Lump Sum	-
10	Reconstruct Bollards	2	Each	-	-
*Unit Prices to be exercised as needed TOTAL BASE BID					(200,000)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Heko Services, Inc.

(Name of Contractor)

2404 Boyer Ave. East, Seattle, WA 98112

(Address of Contractor)

as Principal, hereinafter called Principal, and

Western Surety Company

(Name of Surety)

151 N. FRANKLIN ST., CHICAGO, IL 60606

(Address of Surety)

a corporation duly organized under the laws of the State of Alaska as Surety, hereinafter called Surety, are held and firmly bound unto

City of Nome

(Name of Owner)

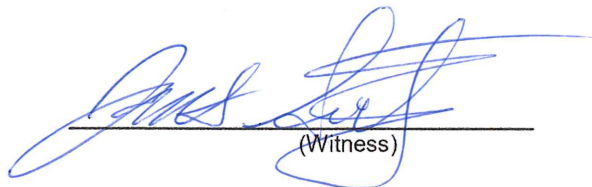
P.O. Box 281 Nome, AK 99762

(Address of Owner)

as Obligee, hereinafter called Obligee, in the sum of five percent (5%) of the total bid amount Dollars, (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the City of Nome,
PORT OF NOME LAUNCH RAMP REPLACEMENT located in Nome, Alaska.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

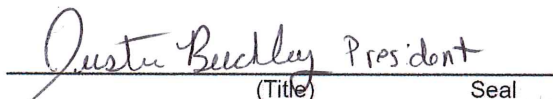
Signed and Sealed this 5th day of March 2021.


(Witness)

Heko Services, Inc.

(Principal)

Seal



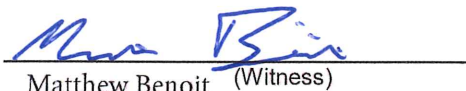
(Title)

Seal

Western Surety Company

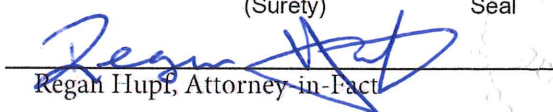
(Surety)

Seal



(Witness)

Matthew Benoit



Regan Hupf, Attorney-in-Fact

Western Surety Company

Item A.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Don Bacic, Maria Moss, Regan Hupf, Matthew Benoit, Individually

of Seattle, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

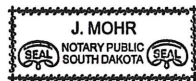
State of South Dakota
County of Minnehaha

} ss

On this 11th day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

HEKO SERVICES, INC

2404 BOYER AVENUE EAST, SEATTLE, WA 98112

owned by

HEKO SERVICES, INC

is licensed by the department to conduct business for the period

October 22, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

License #: CONG34572
Effective: 12/17/2018
Expires: 12/31/2020

Item A.

STATE OF ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing

Regulation of Construction Contractors and Home Inspectors

Licensee: **Heko Services, Inc.**

License Type: **General Contractor With Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **HEKO SERVICES INC**

Commissioner: Julie Anderson

Relationships

RelationType	License #	LicenseType	Owners/Entities
Residential Endorsement Assignee	RESR442	Residential Contractor Endorsement	KELLY PLEAS

Designations

Type	Group
No designations found.	

HEKO SERVICES INC
2404 BOYER AVE E
SEATTLE, WA 98112

Wallet Card

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Regulation of Construction Contractors and Home Inspectors
Heko Services, Inc.
DBA: HEKO SERVICES INC
As
General Contractor With Residential Contractor Endorsement

License
CONG34572

Effective
12/17/2018

Expires
12/31/2020



January 31, 2021

Mr. Tobey Clarkin
Project Engineer – Seattle Regional Office
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

RE: 07-01-07499 City of Nome, AK: Additional Funds Request
Inner Harbor Launch Ramp Repair Project

Dear Mr. Clarkin,

The City of Nome respectfully submits the attached packet of documents, reflecting a request to EDA Region X for additional program funds to support an overrun in project costs for the Inner Harbor Launch Ramp Repair Project. The funding gap has prevented the City from awarding construction of the project as all bids received exceeded available funding.

Based on a modified scope of work with an updated construction cost estimate (see Table 1), the City is confident that all components of the project can be constructed if an additional \$584,054 in EDA funds were allocated through the Public Works program. The City has approved the 20% applicant match of \$569,117 to fund the increased cost-share of the project.

Cost Classification	Total Cost
Admin/Legal Expense	65,000
A/E Expense	105,332
Other A/E Expense (CA)	52,666
Project Inspection Expense	87,777
Construction Expense	<u>2,414,104</u>
<i>Total Project Costs</i>	<i>2,845,584</i>

Table 1

This 20% cost-share is comprised of \$269,117 in municipal funds obligated to the project by the Nome Common Council, and \$300,000 in grant funds from Norton Sound Economic Development Corporation (NSEDG), under their Large Infrastructure Program (see attached). NSEDG serves as the local Community Development Quota (CDQ) group for the Bering Strait Region.



Source of Funds		Cost-Share	2018 Project Budget	2021 Project Budget	Additional Funds Needed	Status
Total		100%	2,115,516	2,845,584	730,068	
Federal	EDA	80%	1,692,413	2,276,467	584,054	Requested
Applicant	City	20%	123,103	269,117	146,014	Committed
Local	NSEDC		300,000	300,000	0	Committed

Table 2

The City thoroughly appreciates EDA's consideration of providing additional funds to support the Port of Nome's Inner Harbor Launch Ramp Repair Project under the Public Works and Economic Development Facilities Program. This infrastructure serves a vital role in transshipping cargo, equipment and gravel throughout Western Alaska, and launching over 125 local vessels each season.

Please advise if further information is needed, or if there are any questions.

Sincerely,

CITY OF NOME

Joy Baker
Port Director

Cc: Shirley Kelly – EDA Representative
Nickie Crowe – Acting Finance Director



RECEIVED
NOV 15 2018
**CITY OF NOME
CLERKS DEPARTMENT**

Brevig Mission Diomedé Flim Gambell Golovin Koyuk Nome Saint Michael Savoonga Shaktoolik Stebbins Teller Unalakleet Wales White Mountain

November 8, 2018

Mr. Richard Beneville, Mayor
City of Nome
P.O. Box 281
Nome, AK 99762

Re: 2018 Large Infrastructure Program – Inner Harbor Concrete Launch Ramp Repair

Dear Mayor Beneville,

The Norton Sound Economic Development Corporation (NSED) Board of Directors (Board) met November 1, 2018 and reviewed the City of Nome's (City) 2018 Large Infrastructure Program (LIP) application for the project titled "Inner Harbor Concrete Launch Ramp Repair" (Project). We are pleased to inform you that the NSED Board approved funding for this Project in the amount of \$300,000.

Before proceeding with an award packet and implementation of the grant, NSED is requiring the City to provide a budget following NSED's format on how the funds will be allocated. A sample budget and an NSED Financial Statement Report template are enclosed. The budget must outline in detail how the City will be applying the \$300,000 towards the Project. Upon receipt and acceptance of the budget, we will send the City an award packet.

Please submit the completed budget to Amanda Patrick, Community Development Coordinator, whom may be contacted at amandap@nsedc.com or at (888) 650-2477. Ms. Patrick will also be able to address any questions you may have on this matter.

Sincerely,

Janis Ivanoff
President & CEO

Enclosures: Sample Budget
NSED Financial Statement Report

cc: Dan Harrelson, NSED Board Chairman
Adem Boeckmann, NSED Board Member
Community Benefits Staff
File

CITY OF NOME, ALASKA

RESOLUTION NO. R-21-03-04

**A RESOLUTION AUTHORIZING THE CITY OF NOME TO APPLY FOR AND PARTICIPATE IN
THE USDOT INFRA DISCRETIONARY GRANT PROGRAM FOR THE FUNDING OF THE
SNAKE RIVER MOORAGE AND VESSEL HAULOUT FACILITY PROJECT**

WHEREAS, the U.S. Department of Transportation (USDOT) administers the Infrastructure for Rebuilding America (INFRA) Grant Program, which supports surface transportation projects necessary to facilitate direct intermodal, transfer or access into or out of a facility that will improve commodity movement throughout a region or freight network; and

WHEREAS, the City of Nome owns the Port & Harbor, which serves as the regional maritime hub facility for over fifty (50) western Alaska communities, transshipping fuel, cargo and gravel throughout the region during the ice-free season, serving as the critical transportation network link that enables equipment, fuel, household goods, and basic life-sustaining necessities to be delivered to the regional rural network; and

WHEREAS, Nome's Inner Harbor has experienced an escalation in vessel congestion in the last eight (8) years, which has created numerous vessel incidents and significant delays in the transshipment of goods and services across the region and caused vessel overcrowding that has impacted subsistence activities; and

WHEREAS, the City of Nome identified the Snake River Moorage and Vessel Haulout Facility as one of the priority projects in the Port of Nome Strategic Development Plan in an effort to increase shipping efficiencies deemed critical in the limited ice-free maritime window; and

WHEREAS, barge operators have demonstrated written project support in an effort to reduce risks of conflicts with smaller vessels that result in damage and potential crew injury, as well as exponentially increase shipping inefficiencies that cause delays in the delivery of equipment, materials and supplies that are on tight construction deadlines in the short ice-free season; and

WHEREAS, Nome Eskimo Community, has agreed to partner as a co-applicant on this grant funding opportunity and concurs that the project aligns well with the needs of the community and region.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council supports application to the USDOT INFRA Grant Program for development of the Snake River Moorage and Vessel Haulout Facility Project, and agrees, subject to selection by USDOT, to enter into a grant agreement with USDOT for an INFRA Discretionary Grant.

APPROVED and SIGNED this 16th day of March, 2021.

ATTEST:

JOHN K. HANDELAND, Mayor

